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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

SEAN GORECKI, an individual,

Plaintiff,

v.

ABERCROMBIE & FITCH
STORES, INC., an Ohio corporation;
and DOES 1-10, inclusive,

Defendants.

**COMPLAINT FOR DAMAGES AND
INJUNCTIVE RELIEF:**

- 1. VIOLATION OF THE AMERICANS
WITH DISABILITIES ACT OF
1990, 42 U.S.C. §12181 *et seq.*
[ABERCROMBIE.COM]**
- 2. VIOLATION OF THE UNRUH
CIVIL RIGHTS ACT, CALIFORNIA
CIVIL CODE § 51 *et seq.*
[ABERCROMBIE.COM]**

1 Plaintiff, SEAN GORECKI (“Plaintiff”), alleges the following upon
2 information and belief based upon personal knowledge:

3 **INTRODUCTION**

4 1. Plaintiff is a blind person and who requires screen-reading software to
5 read website content using his computer. Plaintiff uses the terms “blind” or
6 “visually-impaired” to refer to all people with visual impairments who meet the legal
7 definition of blindness in that they have a visual acuity with correction of less than
8 or equal to 20 x 200. Some blind people who meet this definition have limited
9 vision. Others have no vision.

10 2. Plaintiff brings this civil rights action against Defendant
11 ABERCROMBIE & FITCH STORES, INC. (“Defendant” or “Abercrombie”) for its
12 failure to design, construct, maintain, and operate its website to be fully accessible to
13 and independently usable by Plaintiff and other blind or visually-impaired people.
14 Defendant’s denial of full and equal access to its website, and therefore denial of its
15 products and services offered thereby and in conjunction with its physical locations,
16 is a violation of Plaintiff’s rights under the Americans with Disabilities Act
17 (“ADA”) and California’s Unruh Civil Rights Act (“UCRA”).

18 3. Because Defendant’s website, Abercrombie.com, is not equally
19 accessible to blind and visually-impaired consumers in violation of the ADA,
20 Plaintiff seeks a permanent injunction to cause a change in Defendant’s corporate
21 policies, practices, and procedures so that Defendant’s website will become and
22 remain accessible to blind and visually-impaired consumers.

23 **JURISDICTION AND VENUE**

24 4. This Court has subject-matter jurisdiction of this action pursuant to 28
25 U.S.C. § 1331 and 42 U.S.C. § 128188, as Plaintiff’s claims arise under Title III of
26 the ADA, 42 U.S.C. § 1281, *et seq.*, and 28 U.S.C. § 1332.

27 5. This court has supplemental jurisdiction over Plaintiff’s non-federal
28 claims pursuant to 28 U.S.C. § 1367, because Plaintiff’s UCRA claims are so related

1 to Plaintiff's federal ADA claims, they form part of the same case or controversy
2 under Article III of the United States Constitution.

3 6. This Court has personal jurisdiction over Defendant because it conducts
4 and continues to conduct a substantial and significant amount of business in the
5 State of California, County of Los Angeles, and because Defendant's offending
6 website is available across California.

7 7. Venue is proper in the Central District of California pursuant to 28
8 U.S.C. §1391 because Plaintiff resides in this District, Defendant is subject to
9 personal jurisdiction in this District, and a substantial portion of the conduct
10 complained of herein occurred in this District.

11 **PARTIES**

12 8. Plaintiff at all times relevant and as alleged herein, is a resident of
13 California, County of Los Angeles. Plaintiff is a blind, visually-impaired
14 handicapped person, and a member of a protected class of individuals under the
15 ADA, pursuant to 42 U.S.C. § 12102(1)-(2), and the regulations implementing the
16 ADA set forth at 28 CFR §§ 36.101 *et seq.*

17 9. Plaintiff is informed and believes, and thereon alleges Defendant
18 ABERCROMBIE & FITCH STORES, INC. is an Ohio corporation with its
19 principal place of business in New Albany, Ohio. Defendant is registered to do
20 business in the State of California and has been doing business in the State of
21 California, including the Central District of California. Abercrombie is a designer,
22 distributor, and retailer of clothing and apparel located across the country. Many of
23 these retail locations are in the State of California, and several retail stores are
24 located in the Central District of California. These Abercrombie retail locations
25 constitute places of public accommodation. Defendant's retail locations provide to
26 the public important goods and services.

27 10. Defendant also provides the public the Abercrombie.com website.
28 When the preceding URL is entered into an internet browser, the user is

1 automatically re-directed to the URL, <https://www.abercrombie.com/shop/us>, and
2 will be hereinafter referred to as Abercrombie.com. Defendant's website provides
3 consumers with access to an array of goods and services including store locators,
4 information about clothes, apparel, gift cards, and other products available online
5 and in retail stores for purchase, special exclusive online pricing offers, and other
6 goods and services.

7 11. The true names and capacities of the Defendants sued herein as DOES
8 1 through 10, inclusive, are currently unknown to Plaintiff, who therefore sues such
9 Defendants by fictitious names. Each of the Defendants designated herein as a DOE
10 is legally responsible for the unlawful acts alleged herein. Plaintiff will seek leave of
11 Court to amend this Complaint to reflect the true names and capacities of the DOE
12 Defendants when such identities become known.

13 12. At all relevant times, each and every Defendant was acting as an agent
14 and/or employee of each of the other Defendants and was acting within the course
15 and/or scope of said agency and/or employment with the full knowledge and consent
16 of each of the Defendants. Each of the acts and/or omissions complained of herein
17 were alleged and made known to, and ratified by, each of the other Defendants
18 (Abercrombie & Fitch Stores, Inc. and DOE Defendants will collectively be referred
19 to hereafter as "Defendant" or "Abercrombie").

20 13. Defendant's retail locations are public accommodations within the
21 definition of Title III of the ADA, 42 U.S.C. § 12181(7). Abercrombie.com is a
22 service, privilege, or advantage of Abercrombie's retail locations.

23 14. Defendant is subject to personal jurisdiction in this District. Defendant
24 has been and is committing the acts or omissions alleged herein in the Central
25 District of California that caused injury, and violated rights prescribed by the ADA
26 and UCRA, to Plaintiff and to other blind and other visually impaired-consumers. A
27 substantial part of the acts and omissions giving rise to Plaintiff's claims occurred in
28 the Central District of California. Specifically, on several separate occasions,

1 Plaintiff has been denied the full use and enjoyment of the facilities, goods, and
2 services of Defendant's website in Los Angeles County. The access barriers
3 Plaintiff encountered on Defendant's website has caused a denial of Plaintiff's full
4 and equal access multiple times in the past, and now deter Plaintiff on a regular basis
5 from accessing Defendant's website. Similarly, the access barriers Plaintiff
6 encountered on Defendant's website have deterred Plaintiff from visiting
7 Defendant's brick-and mortar stores.

8 **THE AMERICANS WITH DISABILITIES ACT AND THE INTERNET**

9 15. The Internet has become a significant source of information, a portal,
10 and a tool for conducting business, as well as a means for doing everyday activities
11 such as shopping, learning, banking, etc. for sighted, blind and visually-impaired
12 persons alike.

13 16. In today's tech-savvy world, blind and visually-impaired people have
14 the ability to access websites using keyboards in conjunction with screen access
15 software that vocalizes the visual information found on a computer screen. This
16 technology is known as screen-reading software. Screen-reading software is
17 currently the only method a blind or visually-impaired person may independently
18 access the internet. Unless websites are designed to be read by screen-reading
19 software, blind and visually-impaired persons are unable to fully access websites,
20 and the information, products, and services contained thereon.

21 17. Blind and visually-impaired users of Windows operating system-
22 enabled computers and devices have several screen reading software programs
23 available to them. Some of these programs are available for purchase and other
24 programs are available without the user having to purchase the program separately.
25 Job Access With Speech, otherwise known as "JAWS," is the most popular,
26 separately purchased and downloaded screen-reading software program available for
27 a Windows computer.

28 18. For screen-reading software to function, the information on a website

1 must be capable of being rendered into text. If the website content is not capable of
2 being rendered into text, the blind or visually-impaired user is unable to access the
3 same content available to sighted users.

4 19. The international website standards organization known throughout the
5 world as W3C, published version 2.0 of the Web Content Accessibility Guidelines,
6 level A and AA success criteria ("WCAG 2.0" hereinafter). WCAG 2.0 are well-
7 established guidelines for making websites accessible to blind and visually-impaired
8 people. These guidelines are almost universally followed by most large business
9 entities who want to ensure their websites are accessible to all persons, regardless of
10 their disabilities. Though WCAG 2.0 has not been formally adopted as the standard
11 for making websites accessible, it is one of, if not the most, valuable resource for
12 companies to operate, maintain, and provide a website that is accessible under the
13 ADA to the public.

14 20. Inaccessible and non-compliant websites pose common access barriers
15 to blind and visually-impaired persons using screen-reading software. Common
16 barriers encountered by blind and visually impaired persons include, but are not
17 limited to, the following:

- 18 a. A text equivalent for every non-text element is not provided;
- 19 b. Title frames with text are not provided for identification and
20 navigation;
- 21 c. Equivalent text is not provided when using scripts;
- 22 d. Forms with the same information and functionality as for sighted
23 persons are not provided;
- 24 e. Information about the meaning and structure of content is not
25 conveyed by more than the visual presentation of content;
- 26 f. Text cannot be resized without assistive technology up to 200 percent
27 without loss of content or functionality;
- 28 g. If the content enforces a time limit, the user is not able to extend,

adjust or disable it;

- h. Web pages do not have titles that describe the topic or purpose;
- i. The purpose of each link cannot be determined from the link text alone or from the link text and its programmatically determined link context;
- j. One or more keyboard operable user interface lacks a mode of operation where the keyboard focus indicator is discernible;
- k. The default human language of each web page cannot be programmatically determined;
- l. When a component receives focus, it may initiate a change in context;
- m. Changing the setting of a user interface component may automatically cause a change of context where the user has not been advised before using the component;
- n. Labels or instructions are not provided when content requires user input;
- o. In content which is implemented by using markup languages, elements do not have complete start and end tags, elements are not nested according to their specifications, elements may contain duplicate attributes and/or any IDs are not unique;
- p. Inaccessible Portable Document Format (PDFs); and,
- q. The name and role of all User Interface elements cannot be programmatically determined; items that can be set by the user cannot be programmatically set; and/or notification of changes to these items is not available to user agents, including assistive technology.

FACTUAL BACKGROUND

21. Defendant offers the commercial website, Abercrombie.com, to the public. The website offers features which should allow all consumers to access the goods and services which Defendant offers in connection with its physical locations.

1 The goods and services offered by Defendant include, but are not limited to the
2 following, which allow consumers to: find information about clothing, shoes, and
3 accessories Abercrombie offers to consumers for purchase online and at physical
4 retail stores; access exclusive online pricing offers; purchase Abercrombie gift cards;
5 find special offers and sales; find store locations; and other services.

6 22. Based on information and belief, it is Defendant's policy and practice to
7 deny Plaintiff, along with other blind or visually-impaired users, access to
8 Defendant's website, and to therefore specifically deny the goods and services that
9 are offered and integrated with Defendant's retail locations. Due to Defendant's
10 failure and refusal to remove access barriers to Abercrombie.com, Plaintiff and
11 visually-impaired persons have been and are still being denied equal access to
12 Abercrombie retail locations and the numerous goods, services, and benefits offered
13 to the public through Abercrombie.com.

14 **Defendant's Barriers on Abercrombie.com Deny Plaintiff Access**

15 23. Plaintiff is a visually-impaired and legally blind person, who cannot use
16 a computer without the assistance of screen-reading software. However, Plaintiff is
17 a proficient user of the JAWS screen-reader and uses it to access the internet.
18 Plaintiff has visited Abercrombie.com on several separate occasions using the JAWS
19 screen-reader.

20 24. During Plaintiff's visits to Defendant's website, Plaintiff encountered
21 multiple access barriers which denied Plaintiff full and equal access to the facilities,
22 goods and services offered to the public and made available to the public on
23 Defendant's website. Due to the widespread access barriers Plaintiff encountered on
24 Defendant's website, Plaintiff has been deterred, on a regular basis, from accessing
25 Defendant's website. Similarly, the access barriers Plaintiff encountered on
26 Defendant's website have deterred Plaintiff from visiting Defendant's brick-and-
27 mortar stores.

28 25. While attempting to navigate Abercrombie.com, Plaintiff encountered

multiple accessibility barriers for blind or visually-impaired people that include, but are not limited to, the following:

- a. Lack of Alternative Text (“alt-text”), or a text equivalent. Alt-text is invisible code embedded beneath a graphic or image on a website. For the graphic or image to be made accessible to a screen-reader it requires that alt-text be coded with each graphic or image so that screen-reading software can speak the alt-text identifying a particular image or graphic where a sighted user sees the graphics or images. Alt-text does not change the visual presentation, but instead a text box shows when the cursor hovers over the image or graphic. A lack of alt-text on these images or graphics prevents screen readers from accurately vocalizing a description of the graphics to the user. As a result, visually-impaired Abercrombie customers are unable to determine what is on the website, browse, look for store locations, check out Defendant's exclusive store or online deals, or make any purchases;
- b. Empty Links That Contain No Text causing the function or purpose of the link to not be presented to the user. This can introduce confusion for keyboard and screen-reader users;
- c. Redundant Links where adjacent links go to the same URL address which results in additional navigation and repetition for keyboard and screen-reader users; and
- d. Linked Images Missing Alt-text, which causes problems if an image within a link contains no text and that image does not provide alt-text. A screen reader then has no content to present the user as to the function of the link.

26. Most recently in 2017, Plaintiff attempted to do business with Abercrombie on Abercrombie.com but Plaintiff encountered barriers to access on

1 Abercrombie.com.

2 27. Despite past and recent attempts to do business with Abercrombie on its
3 website, the numerous access barriers contained on the website and encountered by
4 Plaintiff, have denied Plaintiff full and equal access to Defendant's website.
5 Plaintiff, as a result of the barriers on Abercrombie's website, continues to be
6 deterred on a regular basis from accessing Defendant's website. Likewise, based on
7 the numerous access barriers Plaintiff encountered on Defendant's website, Plaintiff
8 has been deterred from visiting any of Defendant's brick-and-mortar stores and from
9 making purchases at such physical locations.

10 **Defendant Must Remove Barriers To Its Website**

11 28. Due to the inaccessibility of Abercrombie.com, blind and visually-
12 impaired customers such as Plaintiff, who need screen-readers, cannot fully and
13 equally use or enjoy the facilities, goods, and services Abercrombie offers to the
14 public on its website. The access barriers Plaintiff encountered on Defendant's
15 website have caused a denial of Plaintiff's full and equal access multiple times in the
16 past, and now deter Plaintiff on a regular basis from accessing Defendant's website.
17 In addition, the access barriers Plaintiff encountered on Defendant's website have
18 deterred Plaintiff from visiting Abercrombie stores.

19 29. If Abercrombie.com was equally and fully accessible to all, Plaintiff
20 could independently navigate this website as sighted individuals do.

21 30. Through his many attempts to use Defendant's website, Plaintiff has
22 actual knowledge of the access barriers that make these services inaccessible and
23 independently unusable by blind and visually-impaired people.

24 31. Because providing an accessible website, using the success criteria
25 provided for by the WCAG 2.0 guidelines, as a source of reference, would provide
26 Plaintiff and other visually-impaired consumers with full and equal access to
27 Abercrombie.com, Plaintiff alleges that Defendant has engaged in acts of intentional
28 discrimination, including but not limited to the following policies or practices:

- a. Construction and maintenance of a website that is inaccessible to blind and visually-impaired individuals, including Plaintiff;
- b. Failure to construct and maintain a website that is sufficiently intuitive so as to be equally accessible to blind and visually-impaired individuals, including Plaintiff; and,
- c. Failure to take actions to correct these access barriers in the face of substantial harm and discrimination to blind and visually-impaired consumers, such as Plaintiff, a member of a protected class.

32. Abercrombie therefore uses standards, criteria or methods of administration that have the effect of discriminating or perpetuating the discrimination of others, as alleged herein.

33. The ADA expressly contemplates the type of injunctive relief that Plaintiff seeks in this action. In relevant part, the ADA requires:

“In the case of violations of . . . this title, injunctive relief shall include an order to alter facilities to make such facilities readily accessible to and usable by individuals with disabilities....Where appropriate, injunctive relief shall also include requiring the . . . modification of a policy. . .”

(42 U.S.C. § 12188(a)(2).)

34. Because Defendant’s website has never been equally or fully accessible, and because Defendant lacks an implemented corporate policy that is reasonably calculated to cause its website to become and remain accessible, Plaintiff invokes the provisions of 42 U.S.C. § 12188(a)(2), and seeks a permanent injunction requiring Defendant to retain a qualified consultant acceptable to Plaintiff (“Agreed Upon Consultant”) to assist Defendant to make its website to become accessible with the assistance of the WCAG 2.0 guidelines and the associated success criteria.. Plaintiff seeks that this permanent injunction require Defendant to cooperate with the Agreed Upon Consultant to:

- a. Train Defendant's employees and agents who develop the Abercrombie.com websites on accessibility compliance using the WCAG 2.0 guidelines and success criteria as an instructive resource;
- b. Regularly check the accessibility of Defendant's websites using the WCAG 2.0 guidelines and success criteria as an instructive resource;
- c. Regularly test end-user accessibility by blind or visually-impaired persons to ensure Defendant's website or websites are accessible using individuals who will identify barriers to access only identifiable through manual testing; and
- d. Develop an accessibility policy that is clearly disclosed on its websites, with contact information for users to report accessibility-related problems to Defendant's employees or agents who will be able to promptly address, correct and respond to the identified accessibility related problem or problems.

35. If Abercrombie.com and Defendant's other related websites were accessible, Plaintiff and similarly situated blind and visually-impaired people could independently research the products featured on Abercrombie.com for purchase in retail stores and online, select products they desire to purchase, and complete the desired purchase for the product available via Defendant's website.

36. Although Defendant may currently have centralized policies regarding the maintenance and operation of its website, Defendant lacks a plan and policy reasonably calculated to make its website fully and equally accessible to, and independently usable by, blind and other visually-impaired consumers.

37. Without injunctive relief, Plaintiff and other visually-impaired consumers will continue to be unable to fully, equally and independently use Defendant's website, in violation of their rights.

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FIRST CAUSE OF ACTION

VIOLATIONS OF THE AMERICANS WITH DISABILITIES ACT OF 1990,

42 U.S.C. § 12181 et seq. [ABERCROMBIE.COM]

38. Plaintiff re-alleges and incorporates by reference all paragraphs alleged above and each and every other paragraph in this Complaint necessary or helpful to state this cause of action as though fully set forth herein.

39. Section 302(a) of Title III of the ADA, 42 U.S.C. § 12101 et seq., provides:

“No individual shall be discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation.”

42 U.S.C. § 12182(a).

40. Abercrombie’s retail locations are public accommodations within the definition of Title III of the ADA, 42 U.S.C. § 12181(7). Abercrombie.com is a service, privilege, or advantage of Defendant’s retail locations. Abercrombie.com is a service that is integrated with these locations.

41. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of an entity. (42 U.S.C. § 12182(b)(1)(A)(i).)

42. Under Section 302(b)(1) of Title III of the ADA, it is unlawful discrimination to deny individuals with disabilities an opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodation, which is equal to the opportunities afforded to other individuals. (42 U.S.C. § 12182(b)(1)(A)(ii).)

43. Under Section 302(b)(2) of Title III of the ADA, unlawful discrimination also includes, among other things:

“[A] failure to make reasonable modifications in policies, practices, or

1 procedures, when such modifications are necessary to afford such goods,
2 services, facilities, privileges, advantages, or accommodations to individuals
3 with disabilities, unless the entity can demonstrate that making such
4 modifications would fundamentally alter the nature of such goods, services,
5 facilities, privileges, advantages or accommodations; and a failure to take such
6 steps as may be necessary to ensure that no individual with a disability is
7 excluded, denied services, segregated or otherwise treated differently than
8 other individuals because of the absence of auxiliary aids and services, unless
9 the entity can demonstrate that taking such steps would fundamentally alter
10 the nature of the good, service, facility, privilege, advantage, or
11 accommodation being offered or would result in an undue burden.”

42 U.S.C. § 12182(b)(2)(A)(ii)-(iii).

44. The acts alleged herein constitute violations of Title III of the ADA,
and the regulations promulgated thereunder. Plaintiff, who is a member of a
protected class of persons under the ADA, has a physical disability that substantially
limits the major life activity of sight within the meaning of 42 U.S.C. §§
12102(1)(A)-(2)(A). Furthermore, Plaintiff has been denied full and equal access to
Abercrombie.com, has not been provided services which are provided to other
patrons who are not disabled, and has been provided services that are inferior to the
services provided to non-disabled persons. Defendant has failed to take any prompt
and equitable steps to remedy its discriminatory conduct. These violations are
ongoing.

45. Pursuant to 42 U.S.C. § 12188 and the remedies, procedures, and rights
set forth and incorporated therein, Plaintiff, requests relief as set forth below.

SECOND CAUSE OF ACTION

VIOLATION OF THE UNRUH CIVIL RIGHTS ACT, CALIFORNIA CIVIL

CODE § 51 et seq. [ABERCROMBIE.COM]

46. Plaintiff re-alleges and incorporates by reference all paragraphs alleged
above and each and every other paragraph in this Complaint necessary or helpful to
state this cause of action as though fully set forth herein.

47. California Civil Code § 51 et seq. guarantees equal access for people

1 with disabilities to the accommodations, advantages, facilities, privileges, and
2 services of all business establishments of any kind whatsoever. Defendant is
3 systematically violating the UCRA, Civil Code § 51 *et seq.*

4 48. Defendant's retail locations are "business establishments" within the
5 meaning of the Civil Code § 51 *et seq.* Defendant generates millions of dollars in
6 revenue from the sale of goods through its Abercrombie.com website. Defendant's
7 website is a service provided by Defendant that is inaccessible to consumers who are
8 blind or visually-impaired like Plaintiff. This inaccessibility denies blind and
9 visually-impaired patrons full and equal access to the facilities, goods, and services
10 that Defendant makes available to the non-disabled public. Defendant is violating
11 the UCRA, Civil Code § 51 *et seq.*, by denying visually-impaired customers the
12 goods and services provided on its website. These violations are ongoing.

13 49. Defendant's actions constitute intentional discrimination against
14 Plaintiff on the basis of a disability, in violation of the UCRA, Civil Code § 51 *et*
15 *seq.*, because Defendant has constructed a website that is inaccessible to Plaintiff,
16 Defendant maintains the website in an inaccessible format, and Defendant has failed
17 to take actions to correct these barriers.

18 50. Defendant is also violating the UCRA, Civil Code § 51 *et seq.* because
19 the conduct alleged herein violates various provisions of the ADA, 42 U.S.C. §
20 12101 *et seq.*, as set forth above. Section 51(f) of the Civil Code provides that a
21 violation of the right of any individual under the ADA also constitutes a violation of
22 the UCRA.

23 51. The actions of Defendant violate UCRA, Civil Code § 51 *et seq.*, and
24 Plaintiff is therefore entitled to injunctive relief remedying the discrimination.

25 52. Plaintiff is entitled to statutory minimum damages pursuant to Civil
26 Code § 52 for each and every offense.

27 53. Plaintiff is also entitled to reasonable attorneys' fees and costs.

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PRAYER

WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

1. A Declaratory Judgment that at the commencement of this action Defendant was in violation of the specific requirements of Title III of the ADA 42 U.S.C. § 12181 *et seq.*, and the relevant implementing regulations of the ADA, for Defendant's failure to take action that was reasonably calculated to ensure that its websites are fully accessible to, and independently usable by, blind and visually-impaired individuals;

2. A preliminary and permanent injunction enjoining Defendant from violating the ADA, 42 U.S.C. § 12181 *et seq.*, and/or the UCRA, Civil Code § 51 *et seq.* with respect to its website Abercrombie.com;

3. A preliminary and permanent injunction requiring Defendant to take the steps necessary to make Abercrombie.com readily accessible to and usable by blind and visually-impaired individuals;

4. An award of statutory minimum damages of \$4,000 per violation pursuant to § 52(a) of the California Civil Code;

5. For attorneys' fees and expenses pursuant to all applicable laws including, without limitation, pursuant to 42 U.S.C. § 12188(a)(1), and California Civil Code § 52(a);

6. For pre-judgment interest to the extent permitted by law;

7. For costs of suit; and

8. For such other and further relief as this Court deems just and proper.

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DEMAND FOR JURY TRIAL

Plaintiff hereby respectfully requests a trial by jury on all appropriate issues raised in this Complaint.

Dated: February 10, 2017 **MANNING LAW, APC**

By: /s/ Joseph R. Manning Jr., Esq. _____
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